

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: August 16, 2006

Division: Public Works

Bulk Item: Yes X No

Department: Facilities Maintenance

Staff Contact Person: John W. King

AGENDA ITEM WORDING: Approval of Lease Renewal with Independent Mortgage and Finance Company, Inc., for office space for the Technical Support staff of the 16th Judicial Circuit.

ITEM BACKGROUND: On September 30, 2006 the current contract with Independent Mortgage and Finance Company, Inc. will end.

PREVIOUS RELEVANT BOCC ACTION: On September 28, 2005 the current contract with Independent Mortgage and Finance Company, Inc. was approved.

CONTRACT/AGREEMENT CHANGES: Total annual rent will increase from \$16,200 to \$17,010; (from \$1,350.00/mo. to \$1,417.50/mo.). The first renewal payment being due 30 days after the effective date and on the first day of each succeeding 30-day period. The lease renewal shall commence on September 30, 2006, and expire on September 30, 2007

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: \$17,010.00 per year

BUDGETED: Yes x No

COST TO COUNTY: same

SOURCE OF FUNDS: Judicial

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty. OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL: Dent Pierce

DOCUMENTATION: Included x Not Required

DISPOSITION:

AGENDA ITEM #

MEMORANDUM

DATE: July 26, 2006

TO: Dent Pierce, Division Director
Public Works

FROM: John W. King, Sr. Director
Lower Keys Operations

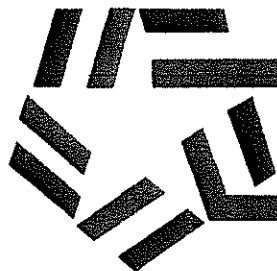
RE: Agenda Item – August 16, 2006 BOCC Meeting
Key Largo – IMF

On September 28, 2005 the current agreement with Independent Mortgage and Finance Company, Inc. was approved for office space for the Technical Support staff of the 16th Judicial Circuit. On September 30, 2006 the current contract with Independent Mortgage and Finance Company, Inc. will end. Facilities Maintenance was notified by Court Administration that they wanted to renew this agreement for the first of two one-year options.

I hereby request approval of a Renewal Lease Agreement with Independent Mortgage and Finance Company, Inc., for office space for the Technical Support staff of the 16th Judicial Circuit. Total rent will increase from Sixteen Thousand Two Hundred and no/100 (\$16,200.00) Dollars to Seventeen Thousand Ten and no/100 (\$17,010.00) Dollars, with the monthly payment increasing from One Thousand Three Hundred Fifty and no/100 (\$1,350.00) Dollars to One Thousand Four Hundred Seventeen and 50/100 (\$1,417.50) Dollars, plus Florida sales tax if applicable, the first renewal payment being due 30 days after the Effective Date and on the first day of each succeeding 30-day period. The lease renewal shall commence on September 30, 2006, and will expire on September 30, 2007.

JWK/jbw

Enclosures



Licensed Mortgage Lender

INDEPENDENT

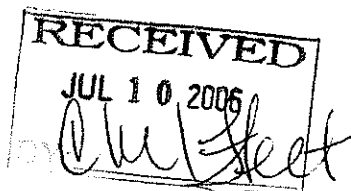
(305) 294-5105 Phone
(305) 294-5354 Facsimile
info@KeysMortgages.com EMail

www.KeysMortgages.com

INDEPENDENT MORTGAGE & FINANCE (IMF)

July 5, 2006

John W. King, Sr. Director
Lower Keys Operations
County of Monroe
3583 So. Roosevelt Blvd
Key West, FL 33040



Dear Mr. King:

Re: Business Lease Unit #205, 16th Judicial Circuit

This will acknowledge receipt of your notification that you are exercising the first one-year option on the rental of the space at 600 Whitehead St., Unit #205.

In accordance with the lease agreement, the new rent for the period beginning September 30, 2006 through September 30, 2007, will be seventeen thousand ten and no/100 dollars (\$17,010.00) with the monthly payment being \$1,417.50, plus Florida sales tax if applicable.

Respectfully yours,

B G Carter
Managing Director

cc: Holly Elomina, Court Administration

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Independent Mortgage Contract #
 Effective Date: 09/30/06
 Expiration Date: 09/30/07

Contract Purpose/Description:

First renewal option to rent office space for the Technical Support Staff for the 16th Judicial Circuit

Contract Manager: Jo B. Walters 4549 Facilities Maint/Stop #4
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 8/16/06 Agenda Deadline: 8/01/06

CONTRACT COSTS

Total Dollar Value of Contract: \$ 17,010.00 Current Year Portion: \$ 0.00
 Budgeted? Yes ☒ No ☐ Account Codes:
 Grant: \$
 County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u> </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>8/11/06</u>
Risk Management	<u>7-26-06</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>M. Slane</u>	<u>7-26-06</u>
O.M.B./Purchasing	<u>7/27/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>7/27/06</u>
County Attorney	<u>7/24/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Nathan W. Cassel</u>	<u>7/25/06</u>

Comments:

BUSINESS LEASE RENEWAL
(Unit 205, Jackson Square Courthouse Condominium)

THIS BUSINESS LEASE RENEWAL is made and entered into this _____ day of _____, 2006, between **INDEPENDENT MORTGAGE AND FINANCE COMPANY, INC.**, a Florida corporation (hereinafter Owner or Lessor) party of the first part; and **MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida (hereinafter Tenant or Lessee), party of the second part, in order to renew the lease between the parties dated September 28, 2005 (a copy of which is incorporated hereto by reference); as follows:

1. Pursuant to PART ONE, Item 3 of the Business Lease dated September 28, 2005, Tenant has given to OWNER written notice prior to June 30, 2006 of its intention to exercise the first of two one-year options to renew the business lease, and agrees to pay a five percent (5%) increase in base rent. Owner has agreed to the first renewal option.
2. Total rent will increase from Sixteen Thousand Two Hundred and no/100 (\$16,200.00) Dollars to Seventeen Thousand Ten and no/100 (\$17,010.00) Dollars, with the monthly payment increasing from One Thousand Three Hundred Fifty and no/100 (\$1,350.00) Dollars to One Thousand Four Hundred Seventeen and 50/100 (\$1,417.50) Dollars, plus Florida sales tax if applicable, the first renewal payment being due 30 days after the Effective Date and on the first day of each succeeding 30-day period.
3. The lease renewal shall commence on September 30, 2006, and will expire on September 30, 2007.
4. In all other respects, the original Business Lease dated September 28, 2005 remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

LESSOR: INDEPENDENT MORTGAGE
AND FINANCE CO., INC.

Attest:

Witness: _____

By: _____

(Seal)

(Seal)

Attest: Danny L. Kolhage, Clerk

TENANT: BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____

Deputy Clerk

By: _____

Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Natleene W. Casse
NATLEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
Date: 1/25/06

BUSINESS LEASE

This Agreement, entered into this 21st day of September 2005, between **INDEPENDENT MORTGAGE AND FINANCE COMPANY, INC.**, a Florida corporation (hereinafter Owner or Lessor) party of the first part; and **MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida (hereinafter Tenant or Lessee), party of the second part.

WITNESSETH

PART ONE

That the Lessor does lease unto Lessee professional office space upon the following conditions:

1. The leased space, know as Unit 205, is identified in the attached Exhibit A, and is leased for the exclusive benefit of the 16th Judicial Circuit and the Monroe Board of County Commissioners.
2. Owner discloses that all units, including Unit 205, of the property commonly known as 600 Whitehead Street are being converted into a condominium to be called JACKSON SQUARE COURTHOUSE CONDOMINIUM. A full legal description of the property is found in attached Exhibit B.
3. Provided that tenant has complied with all conditions of the lease, lessor grants two successive one-year options. To exercise tenant shall give written notice by June 30, 2006 for first exercise, and June 30, 2007 for the second exercise, and shall agree to pay a five percent (5%) increase in base rent over the previous year's base rent.
4. The term is for twelve months, beginning on the 30th day of September, AD 2005 ("The Effective Date") and ending on the same day in September 2006.
5. The total rent is sixteen thousand, two hundred dollars (\$16,200), plus Florida sale's tax, if applicable, payable in 12 equal monthly installments of \$1,350. the first payment being due 30 days after the Effective Date and on the first day of each succeeding 30-day period
6. Rent is delinquent if not received by Lessor within ten (10) days of its due date. A five percent (5%) late charge shall apply if paid later than ten (10) days from the due date. If not paid within fifteen (15) days of the due date, the Lessee shall be in default under terms of this lease.
7. Utilities to be furnished by the Lessor as Lessor's cost during normal office hours are electricity for ordinary office use and air-conditioning, water for restroom use, and sewer. In addition, Lessor shall pay for cleaning of

common areas (restrooms, hallways, elevator, and stairs). Normal office hours are Monday through Friday (except holidays observed by Monroe County) from 8:30 a.m. to 5:00 p.m.

8. Lessor agrees at Lessor's expense to have installed new wall-to-wall carpet in the Unit prior to the effective date of this lease.
9. Lessee shall be responsible for cleaning its own office area and for disposal of the solid waste it produces.
10. Use of the premises is restricted to office space for Monroe County.
11. Lessor waives demand for a security deposit from Lessee.

PART TWO

The following express stipulations and conditions are made a part of this lease and are hereby assented to by the lessee:

FIRST: The lessee shall not assign this lease, nor sub-let the premises, or any part thereof nor use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purpose than as above stipulated, nor make any alterations therein, and all additions thereto, without the written consent of the Lessor. Lessor agrees that the right to sublet will not be unreasonably withheld; however, Lessor reserves the right to approve a transfer of the lease and this approval will require a verification of the sub-lessee's credit. All additions, fixtures or improvements which may be made by lessee, shall become the property of the Lessor and remain upon the premises as a part thereof, and be surrendered with the premises at the termination of this lease.

SECOND: All personal property placed or moved in the premises above described shall be at the risk of the lessee or owner thereof, and Lessor shall not be liable for any damage to said personal property, or to the lessee arising from the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the building or of any other person whomsoever.

THIRD: That the tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires.

FOURTH: In the event the premises shall be destroyed or so damaged by fire or other casualty during the life of this agreement, whereby the same shall be rendered untenable, then the Lessor shall have the right to render said premises tenantable by repairs within ninety days therefrom. If the damage was caused by this Lessee, whether through negligence or its act, then rent shall not be abated and Lessee shall be liable for the damages. If the damage or destruction was not caused by this Lessee, whether said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing.

FIFTH: The prompt payment of the rent for said premises upon the dates named, and the faithful observance of this Lease are the conditions upon which the Lease is made and accepted and, failure on the part of the Lessee to comply with the terms of said Lease shall, at Lessor's option, work a forfeiture of this contract and of all of lessee's rights hereunder.

SIXTH: If the lessee shall abandon or vacate said premises before the end of the term of this lease, or shall suffer the rent to be in arrears, the lessor may, at his option, forthwith cancel this lease or he may enter said premises as the agent of the lessee, without being liable in any way therefore, and re-let the premises with or without any furniture and equipment that may be therein, as the agent of the lessee, at such price and upon such terms and for such duration of time as the lessor may determine, and receive the rent therefore, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by lessor over and above the expenses to lessor in such re-letting, the said lessee shall pay any deficiency, and if more that the full rental is realized lessor will pay over to said lessee the excess on demand.

SEVENTH: Lessee agrees to pay the cost of collection and ten percent attorney's fee on any part of said rental that may be collected by suit or by attorney, after the same is past due.

EIGHTH: The lessor, or any of his agents, upon twenty-four (24) hours notice, shall have the right to enter said premises during all reasonable hours, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit said premises, and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within thirty (30) days before the expiration of this lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this agreement or to the rules and regulations of the building.

NINTH: Lessee hereby accepts the premises in the condition that they are in at the beginning of this lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, excepting

only reasonable wear and tear arising from the use thereof under this agreement, and to make good to said lessor immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of said premises, or of the building, caused by any act or neglect of lessee, or of any person or persons in the employ or under the control of the lessee.

TENTH: It is expressly agreed and understood by and between the parties to this agreement, that the landlord shall not be liable for any damage or injury by water, which may be sustained by the said tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said building. However, Lessor holds Lessee harmless for any damage to the premises by reason of blockage of sewer or public water.

ELEVENTH: This contract shall bind the lessor and its assigns or successors, and the heirs, assigns, personal representatives, or successors as the case may be, of the lessee.

TWELFTH: It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

THIRTEENTH: It is understood and agreed between the parties hereto that written notice by certified mail or hand-delivered to the premises leased hereunder shall constitute sufficient notice to the lessee and written notice by certified mail or hand-delivered to the office of the lessor shall constitute sufficient notice to the lessor, to comply with the terms of this contract.

FOURTEENTH: The rights of the lessor under the foregoing shall be cumulative, and failure on the part of the lessor to exercise promptly any rights given hereunder shall not operate for forfeit any of the said rights.

FIFTEENTH: It is further understood and agreed between the parties hereto that any charges against the lease by the lessor for services or for work done on the premises by order of the lessee or otherwise accruing under this contract shall be considered as rent due and shall be included in any lien for rent due and unpaid.

SIXTEENTH: It is understood and agreed that any signs or advertising to be used, including awnings, in connection with the premises leased hereunder shall be first submitted to the lessor for approval and further approved by H.A.R.C. before installation of same. Further, any improvements to said premises by the lessee shall be at lessee's expense and shall be first submitted to the lessor for approval.

SEVENTEENTH: RADON GAS NOTIFICATION: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient

quantities, may present health risks to person's health who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

EIGHTEENTH: Lessee acknowledges that it is self-insured as a political subdivision of the State of Florida and shall treat the Lessor as an additional insured if suit for liability be brought against Lessee for its operations and alleged negligence at the premises, but only to the extent allowed by law.

NINETEENTH: LESSOR'S REMEDIES ON DEFAULT. If lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions of this agreement, lessor may give lessee notice of such default and if lessee does not cure any rent, or additional rent, default within fifteen (15) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured with such period, if lessee does not commence such during within such fifteen (15) days and thereafter proceed with reasonable diligence and in good faith cure such default), then lessor may terminate this lease on not less than ten days' notice to lessee and the lessee shall have the option to remove all equipment, tables, and furniture.

TWENTIETH: SUBORDINATION OF LEASE. This lease shall be subject and subordinate to all underlying leases and to mortgages and trust deeds which may now or hereafter affect such leases on the real property of which the premises form a part, and also to all renewals, modifications, consolidations, and replacements of the underlying leases and the mortgage and trust deeds. Further, Lessee acknowledges that this Unit 205 (along with all other units in the property) is being converted into the JACKSON SQUARE COURTHOUSE CONDOMINIUM. Lessee irrevocable names Lessor its attorney-in-fact for the execution of any subordination and attornment agreements; however, if requested by owner or lender, Lessee pledges to execute any additional documents provided such documents maintain his right of non-disturbance during the term of the Lease as long as Lessee is not in default.

TWENTY-FIRST: ETHICS CLAUSE. Lessor (entity) warrants that it had not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any other County officer or employee in violation of Section 3 or Ordinance No. 020-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

TWENTY-SECOND: PUBLIC ENTITY CRIME STATEMENT. "A person or affiliate who has been placed on the convicted vendor list following a

conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

TWENTY-THIRD: After the first year, this lease may be terminated by the lessee upon written ninety (90) days notice to the Lessor that the lessee has obtained adequate office space in a government building.

TWENTY-FOURTH: The obligations of the Lessee under this Lease Agreement are subject to the availability of funds lawfully appropriated annually for its purposes, by the Monroe County Board of County Commissioners.

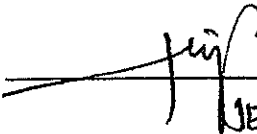
IN WITNESS WHEREOF, the parties have executed this instrument.

(Seal)

LESSOR

Attest:

**INDEPENDENT MORTGAGE AND
FINANCE CO., INC.**



JESUS T. MENEZ



B.G. Carter, Managing Director

(Seal)

TENANT

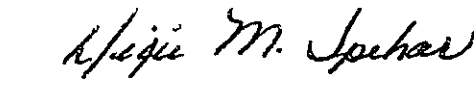
Attest:

Danny L. Kolhage, Clerk

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

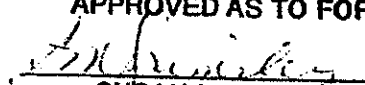


Deputy Clerk



Mayor/Chairman

**MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:**



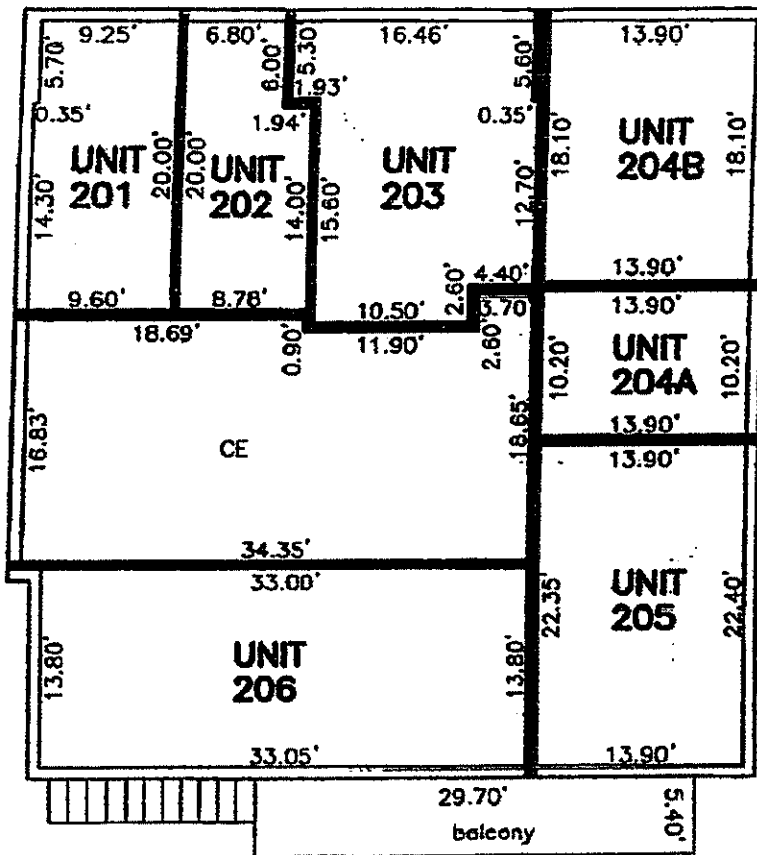
JACKSON SQUARE COURTHOUSE

2ND FLOOR PLAN

Exhibit A

WHITEHEAD STREET

SOUTHARD STREET



NOTE: DIMENSIONS ± 6"

SHEET 7 OF 14

Jackson Square Courthouse
10 Whitehead Street Key West FL 33040

CONDOMINIUM SURVEY

Dwg. No.
05-146

Scale 1" = 10'	Ref 182-8-11	Flood Panel No. 15184	Drawn By C.M.C.
Date 3/23/05		Flood Zone X	Flood Elev. -

REVISIONS AND/OR ADDITIONS

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3152 Northside Drive
Suite 201
Key West, FL 33040
(305) 293-0466
Fax (305) 293-0237

Surveyed by Key West Block 30600 Whitehead Street

JACKSON SQUARE COURTHOUSE

LEGAL DESCRIPTION

Exhibit B

On the Island of Key West, Monroe County, Florida, and known on the map of said City of Key West, delineated in February, A.D., 1829, by William A. Whitehead as Part of Lot Number Two (2), in Square Number Sixty-Three (63) and more particularly described as commencing at the Southerly corner of Southard Street and Whitehead Street, and running thence Southeasterly along the Southwesterly side of Whitehead Street Fifty (50) feet; thence at right angles in a Southwesterly direction Sixty-Two (62) feet; thence at right angles in a Northwesterly direction Fifty (50) feet to the Southeasterly side of Southard Street; thence running Northeasterly along the said Southeasterly side of Southard Street Sixty-Two (62) feet to the Place of Beginning.

LESS

On the Island of Key West, Monroe County, Florida, and known on the map of said City of Key West, delineated in February, A.D., 1829, by William A. Whitehead as Part of Lot 2, in Square 63 and more particularly described as commencing at the Southerly corner of Southard Street and Whitehead Street, and running thence Southeasterly along the Southwesterly side of Whitehead Street 50 feet; thence at right angles in a Southwesterly direction 61 feet to the Point of Beginning of the parcel hereinafter described; thence continue Southeasterly one foot; thence at right angles in a Northwesterly direction Fifty (50) feet to the Southeasterly side of Southard Street; thence running Northeasterly along the said Southeasterly side of Southard Street one foot; thence at right angles in a Southeasterly direction 50 feet to the Point of Beginning.

Subject to an easement for ingress and egress along the Westerly side of said property described as follows:

On the Island of Key West, Monroe County, Florida, and known on the map of said City of Key West, delineated in February, A.D., 1829 by William A. Whitehead as Part of Lot 2, in Square 63, and more particularly described as commencing at the Southerly corner of Southard Street and Whitehead Street, and running thence Southeasterly along the Southwesterly side of Whitehead Street 50 feet; thence at right angles in a Southwesterly direction 61.0 feet; thence at right angles in a Northwesterly direction 6.0 feet to the Point of Beginning; thence continue Northwesterly on the Westerly boundary line of said property a distance of 44.0 feet to a point on the Southerly right of way of Southard Street; thence at right angles in a Northeasterly direction on the Southerly right of way of Southard Street a distance of 5.3 feet; thence at right angles in a Southeasterly direction along the Westerly face of a two-story building a distance of 44.0 feet; thence at right angles in a Southwesterly direction a distance of 5.3 feet back to the Point of Beginning.

SHEET 13 OF 14

Jackson Square Courthouse
10 Whitehead Street Key West FL. 33040

CONDOMINIUM SURVEY

Dwg. No.
05-146

Scale 1"=10'	Rev.	Flood Panel No. 13184	Drawn By CMC
As 3/23/05	182-8-11	Flood Zone X	Drawn Date -

REVISIONS AND/OR ADDITIONS

FREDERICK H. HILDEBRANDT

ENGINEER PLANNER SURVEYOR

3152 Northside Drive
Suite 201
Key West, FL 33040
(305) 293-0466
Fax (305) 293-0237